

AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS
PROJECT: ROAD & DRAINAGE AGREEMENT - PARCEL MAP NO. 14742

WHEREAS the undersigned Subdivider/Developer (herein "Subdivider"), has submitted its Final Map for the above-referenced project to the County of San Bernardino (hereinafter "County") for approval; and

WHEREAS Subdivider has not completed all of the work, or made all of the improvements required by Title 8 of the County Code or such other ordinances of County requiring construction of improvements in conjunction with land divisions, subdivisions, and the like, hereinafter collectively referred to as "said ordinance"; and

WHEREAS Subdivider desires to enter into an agreement to provide for the completion of the work and making of the improvements and to furnish security for the performance of this agreement and to guarantee the work for a period of one year in accordance with the provisions of said County Code;

NOW THEREFORE, in consideration of the approval of said Final Map by County, and as a condition of such approval, Subdivider promises and agrees at his own expense to do all of the work and make all of the improvements required by said ordinance as follows:

1. The list of work and improvements as shown on Page 4 hereof is only a general designation of the work and improvements and not intended to limit the work required on the approval of amended plans and specifications referred to in paragraph 2 below.

2. All of said work shall be done and improvements made and completed which are shown on and in strict compliance with applicable plans and specifications and any subsequent alterations thereto. Any subsequent alterations in said plans and specifications and the work to be performed may be accomplished without first giving prior notice thereof to Surety, unless the estimated cost of any changes or alterations in said work exceeds ten percent (10%) of the original estimated cost of the improvements, then the consent of the Surety shall be obtained. Absent such consent, the Surety's obligations shall not exceed the cost of improvements to be constructed under the originally approved plans prior to any alteration. In no event shall any alteration result in exonerating the Surety's obligations.

3. All work required in this agreement shall be completed and improvements made within two (2) years from the date of this agreement, unless such time is extended by County upon written application of Subdivider. Provided, however, that the storm drain improvements required by condition 175 and the street improvements related to phase II (the upper 72 acres) shall be completed within (8) eight years from the date of this agreement.

4. It is understood that by providing security for this agreement Surety consents in advance to any extension of time as may be given by the County to Subdivider and waives notices of such extension.

5. The making of an application for an extension of time by Subdivider shall, upon the granting of the application by County, constitute a waiver by Subdivider and Surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or

proceeding filed by County within a period of four (4) years immediately following the date to which the time of performance is extended.

6. Subdivider further agrees that any and all grading done or to be done in conjunction with the development of said project shall conform to the requirements of the San Bernardino County Code and any other applicable ordinances regulating excavations and fills (e.g., grading regulations) and shall be completed within the period of time described above and prior to the acceptance by or on behalf of the County of the work and improvements, in order that the improvements will not be endangered by improper drainage or other hazards.

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7. Subdivider promises and agrees to maintain all of the improvements to be constructed under this agreement in a state of good repair until all of the work and improvements are completed and accepted by or on behalf of the County.

A. Maintenance shall include, but not be limited to:

1. Road and Drainage: Repair of pavement, curbs, gutters, sidewalks, parkways, drainage facilities, and removal of debris from drainage facilities, sweeping, repairing and maintaining in good and safe condition all streets and street improvements.

2. Sewer System: Repair of sewer system, and removal of debris from sewer system; repairing and maintaining in good in safe condition all sewer system improvements.

3. Water System: Repair and/or removal of debris from the water system; repairing and maintaining in good and safe condition the water system improvements.

B. It shall be Subdivider's responsibility to initiate this work, but if he should fail to do so he shall promptly perform such maintenance when notified to do so by the County Director of Transportation.

C. Upon failure of Subdivider to properly maintain, County may do all necessary work required by this paragraph, the cost thereof being chargeable to Subdivider and Surety under this agreement.

D. Subdivider and Surety further agree to defend and hold the County and its officers and employees free and harmless from any claim, demand, or action for damages, injury, or death, and to indemnify the County for any loss arising out of or incurred as a result of or in connection with improper maintenance or dangerous conditions or any act or omission in connection with any of the maintenance activities required under this paragraph existing, occurring or arising out of any act or omission occurring prior to final acceptance by the County of all the work and improvements constructed under this agreement.

8. If Subdivider and Surety fail to install all or any part of the improvements required by this agreement within the time set forth herein, or fail to comply with any other obligation

contained herein, they shall be jointly and severally liable to the County for any administrative expenses and attorney's fees incurred in obtaining compliance with this agreement and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

9. Upon default of any obligation hereunder, and at any time after any such default, County may make written demand upon Subdivider, surety or both to immediately remedy the default or complete the work.

A. If said remedial activities or completion of work are not commenced within seven (7) days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within thirty (30) days after the making of such demand (or such other time as may be contained in said demand), County may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of County may be required, all at the full expense and obligation of Subdivider and Surety and all without the necessity of giving any further notice to Subdivider or Surety before County performs or arranges for performance of any remaining work or improvements, and whether or not Subdivider or Surety have constructed any of the required improvements at the time.

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B. In the event County elects to complete or arrange for completion of remaining work and improvements, the County may require all work by Subdivider or Surety to cease in order to permit adequate coordination by the County for completing any remaining work and improvements.

10. All work and improvements done pursuant to this agreement shall conform to the standards applicable at the time the work is actually commenced.

11. Should subdivider fail to commence or complete improvements required by this agreement, then County may elect, as permitted by law, to revert subdivided property to acreage. In this event, the cost of the processing of the property back to acreage shall be paid directly by subdivider and shall be secured by the securities required by this agreement.

12. Subdivider shall provide security in amounts as shown on Page 4 hereof to:

A. Guarantee performance under this agreement.

B. Guarantee payment to any contractors, subcontractors, and persons furnishing labor, materials and equipment to them for the performance of the work herein described.

C. Guarantee the work for a period of one year following completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

13. Subdivider acknowledges and agrees to County regulations governing signs and advertising structures.

A. Subdivider agrees and consents to removal by County of all signs erected, placed, or situated in violation of any County ordinance governing size, location, or required permits.

B. Removal shall be at the expense of the Subdivider and Subdivider shall indemnify and hold the County free and harmless from any claim or demand arising out of or incurred as a result of such removal, excepting negligent acts or omissions by County, its agents or employees.

C. Subdivider agrees that said signs may be erected only pursuant to a permit issued by the County upon payment of necessary fees or deposits.

14. Subdivider agrees to immediately notify Surety and County of any transfer of subject tract or of any interest therein whether voluntary or involuntary and agrees to condition any voluntary transfer of the tract upon prior assumption of the obligations contained herein by the transferee in form approved by County. Failure to comply with the terms of this section shall give County the right, upon twenty (20) days notice to Subdivider and Surety, to declare a default and thereafter pursue any actions for damages or for any other remedies permitted by law.

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(I) Work and improvements shall consist of:

Construction of Road and Drainage Improvements as shown on the Street Improvement Plans for **PARCEL MAP NO. 14742**, located in the **REDLANDS** area, approved by San Bernardino County Department of Public Works on _____.

(II) (Security)	Performance	\$1,894,000.00
	Labor and Material	\$ 947,000.00
	Other: Maintenance	\$ 473,500.00

Said securities shall be in the form
of _____
(Cash, Bond, Instrument of Credit, etc.)

PRINCIPAL: _____

(Print/Type Name & Title)

Name(s) below must be same as on Surety.

ADDRESS:

(Type/Print Name & Title)

(Notarized Signature)

(Type/Print Name & Title)

PHONE: () _____

(Notarized Signature)

SURETY COMPANY: _____

(Print/Type)

ADDRESS:

(Type/Print Name & Title)

(Notarized Signature)

(Type/Print Name & Title)

(Notarized Signature) **PHONE:** _____

COUNTY OF SAN BERNARDINO

Date of Agreement: _____
By: _____
Dennis Hansberger, Chairman, Board of Supervisors

ATTEST:
Clerk of the Board of the County of
San Bernardino
By _____
ALAN K. MARKS, County Counsel
(Deputy)

Date:

FAITHFUL PERFORMANCE BOND
PROJECT: ROAD & DRAINAGE IMPROVEMENTS - PARCEL MAP NO. 14742

WHEREAS, the County of San Bernardino, State of California and _____ hereinafter referred to as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated , 20____, and identified as Agreement for Construction of Improvements, **PARCEL MAP NO. 14742** is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement, and to guarantee the work for a period of one year;

NOW, THEREFORE, we, the Principal and _____ whose place of business is _____, a corporation organized and doing business under and by virtue of the laws of the State of _____, and duly licensed by the State of California for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the County of San Bernardino, in the penal sum of **\$1,894,000.00 (ONE MILLION EIGHT HUNDRED NINETY-FOUR THOUSAND AND NO/100 DOLLARS)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, their or its heirs, executors, administrators, successors, or assigns, shall in all things stand to or abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of San Bernardino, its officers, agents and employees as therein stipulated, then this obligation shall be come null and void; otherwise it shall be and remain in full force and effect.

The Surety and Principal further agree that in the event the work and improvements are not commenced or completed within the time allowed by the said agreement or any extensions thereof as may be granted by the County of San Bernardino, they shall be jointly and severally liable to the County for any and all costs incurred by the County in completing the required improvements; including any administrative expenses and attorney's fees incurred in obtaining completion of the required improvements or any such fees and expenses incurred in processing any action for damages or for any other remedies permitted by law.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of San Bernardino in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety and Principal further agree that **twenty-five** percent of the face amount of this bond will remain in effect and continue after completion and acceptance of the work and improvements by the County of San Bernardino for one year from the date of acceptance to guarantee said improvements against any defective work or labor done, or defective materials furnished, in performance of the contract with the County of San Bernardino.

FAITHFUL PERFORMANCE BOND
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The Surety hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, said Principal and said Surety have caused this performance bond to be duly executed this _____ day of _____.

_____	_____
Principal Name (PRINT/TYPE	Surety Name (PRINT/TYPE)
_____	By
_____	Signature (MUST BE
Signature (MUST BE NOTARIZED)	NOTARIZED)
_____	Name of Person That Can Accept
_____	Service
_____	on Behalf of Surety
(PRINT/TYPE)	

_____	Address Where Service Can Be Made

LABOR AND MATERIAL BOND
PROJECT: ROAD & DRAINAGE IMPROVEMENTS - PARCEL MAP NO. 14742

WHEREAS, the County of San Bernardino, State of California, and _____, hereinafter referred to as "Principal", have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20_____, and identified as Agreement for Construction of Improvements **PARCEL MAP NO. 14742** is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of San Bernardino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the _____, whose place of business is _____, a corporation organized and doing business under and by virtue of the laws of the State of _____, and duly licensed by the State of California for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held firmly bound unto the County of San Bernardino, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of **\$947,000.00 (NINE HUNDRED FORTY-SEVEN THOUSAND AND NO/100 DOLLARS)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor,

that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney's fees incurred by the County of San Bernardino in successfully enforcing such obligations, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no changes, extensions of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

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IN WITNESS WHEREOF, said Principal and said Surety have caused this performance bond to be duly executed this _____ day of _____.

Principal Name (PRINT/TYPE)

Surety Name (PRINT/TYPE)

By

Signature (MUST BE NOTARIZED)
NOTARIZED)

Signature (MUST BE

Service

(PRINT/TYPE)

Name of Person That Can Accept
on Behalf of Surety

Address Where Service Can Be Made